

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW51-01-B-0019-0003	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 19-Sep-2001	PAGE OF PAGES 1 OF 19
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO. DACW51-01-C-0031		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.
7. ISSUED BY CONTRACTING DIVISION USACE, NYD 26 FEDERAL PLAZA (DACW51) NEW YORK NY 10278-0090 TEL: (212)264- FAX: (212)264-3013		CODE DACW51	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div> TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME JACQUELINE DALY		B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i> 212-264-9069	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> MAINTENANCE DREDGING AND BEACH NOURISHMENT FOR THE FIRE ISLAND INLET AND SHORE WESTERLY TO JONES INLET, NEW YORK BEACH EROSION CONTROL AND NAVIGATION This is a continuing contract.				
11. The Contractor shall begin performance within <u> 5 </u> calendar days and complete it within <u> 120 </u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____ .)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 5	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u> 2 </u> copies to perform the work required are due at the place specified in Item 8 by <u> 11:00:00 </u> (hour) local time <u> 8/30/01 </u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u> 60 </u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> GREAT LAKES DREDGE & DOCK COMPANY 2122 YORK ROAD OAK BROOK IL 60523-1981		15. TELEPHONE NO. <i>(Include area code)</i> 630-574-3000
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
CODE 1BSU5	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT \$14,995,500.00	23. ACCOUNTING AND APPROPRIATION DATA See Schedule
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY CODE DACW51 USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACW51) NEW YORK NY 10278-0090	27. PAYMENT WILL BE MADE BY CODE USACE, FINANCE CENTER MILLINGTON 5722 INTEGRITY DRIVE ATTN: CEFC-AO-P ACCOUNTS PAYABLE BRANCH MILLINGTON TN 38054-5005
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input checked="" type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> ELLA D SNELL / CHIEF, CONTRACTING DIVISION
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY 	31C. AWARD DATE 21-Sep-2001
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DACW51-01-C-0031

Page 3

SF 1442, Block 21, Items Accepted:

DACW51-01-C-0031, entitled, “Maintenance Dredging and Beach Nourishment for the Fire Island Inlet and Shore Westerly to Jones Inlet, New York Beach Erosion Control & Navigation, hereby incorporates the following:

Amendments 0001, 0002, and 0003 dated 16, 28, and 29 August respectively

Wage Rates: General Decision Nr. NY010013 dated 3 August 2001

Sub-contracting plan

SECTION 00010 Solicitation Contract Form

CONTINUED CONTRACT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lump Sum	\$2,359,000.00	\$2,359,000.00
	Mobilization and Demobilization				
	ACRN AA Funded Amount				\$23,000.00
	ACRN AB Funded Amount				\$40,326.67
	ACRN AC Funded Amount				\$13,340.00

AWARD AMOUNT FUNDING AVAILABLE - \$76,666.67

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1,000,000.00	Cubic Yard	\$6.99	\$6,990,000.00
	Dredging and Placement				
	FFP - Removal of material except ledge rock lying above the plane of minus 14' below mean low water with 2' allowable overdepth from the Federal navigation channel and deposition basin as shown on the contract drawings File #186 pages 4 - 5 and placement of dredged material at Gilgo Beach as shown on the contract drawings File #186 pages 6 - 10, between stations 0+00 and 130+33.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		127,000.00	Cubic Yard	\$6.50	\$825,500.00
	Dredging and Placement				
	FFP - Removal of material except ledge rock lying above the plane of minus 14' below mean low water with 2' allowable overdepth from the Federal navigation channel and deposition basin as shown on the contract drawings File #186 pages 4 - 5 and placement of dredged material at Gilgo Beach as shown on the contract drawings File #186 page 10, between stations 130+33 and 140+33				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		105,000.00	Cubic Yard	\$6.00	\$630,000.00

Dredging and Placement

FFP - Removal of material except ledge rock lying above the plane of minus 14' below mean low water with 2' allowable overdepth from the Federal navigation channel and deposition basin as shown on the contract drawings File #186 pages 4 - 5 and placement of dredged material at Gilgo Beach as shown on the contract drawings File #186 page 10, between stations 140+33 and 150+33

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		110,000.00	Cubic Yard	\$4.50	\$495,000.00

Dredging and Placement

FFP - Removal of material except ledge rock lying above the plane of minus 14' below mean low water with 2' allowable overdepth from the Federal navigation channel and deposition basin as shown on the contract drawings File #186 pages 4 - 5 and placement of dredged material at Gilgo Beach as shown on the contract drawings File #186 pages 10 - 11, between stations 150+33 and 160+33

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		116,000.00	Cubic Yard	\$4.75	\$551,000.00

Dredging and Placement

FFP - Removal of material except ledge rock lying above the plane of minus 14' below mean low water with 2' allowable overdepth from the Federal navigation channel and deposition basin as shown on the contract drawings File #186 pages 4 - 5 and placement of dredged material at Gilgo Beach as shown on the contract drawings File #186 page 11, between stations 160+33 and 170+33

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		115,000.00	Cubic Yard	\$5.00	\$575,000.00

Dredging and Placement

FFP - Removal of material except ledge rock lying above the plane of minus 14' below mean low water with 2' allowable overdepth from the Federal navigation channel and deposition basin as shown on the contract drawings File #186 pages 4 - 5 and placement of dredged material at Gilgo Beach as shown on the contract drawings File #186 page 11, between stations 170+33 and 180+33

NET AMT	\$575,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1.00	Lump Sum	\$850,000.00	\$850,000.00

Mobilization and Demobilization
FFP

NET AMT	\$850,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		.00			

Dredging and placement of miniumum of 320,000

FFP - cubic yards of material except ledge rock lying above the plane of minus 14' below mean low water with 2' allowable overdepth from the federal channel and deposition basin as shown on the contract drawings File #186, pages 4 - 5. Placement of the total 160,000 cubic yards at only one of the following locations (0009AA, 0009AB, & 0009AC) as shown on the contract drawings, pages 19-21. And/or placement of 160,000 cubic yards at location 0009AD as shown on the contract drawing, pages 21-22.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA		160,000.00	Cubic Yard	\$2.00	\$320,000.00

Placement between station 0+00 and 35+00. The
FFP - design dimensions: berm elevation and width (horizontal distance
seaward from the baseline) will be determined by the findings of the pre-fill
survey of the beach.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB		160,000.00	Cubic Yard	\$2.25	\$360,000.00

Placement between station 30+00 and 65+00. The
FFP - design dimensions: berm elevation and width (horizontal distance
seaward from the baseline) will be determined by the findings of the pre-fill
survey of the beach

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AC		160,000.00	Cubic Yard	\$2.50	\$400,000.00

Placement between station 60+00 and 95+00. The
FFP - design dimensions: berm elevation and width (horizontal distance
seaward from the baseline) will be determined by the findings of the pre-fill
survey of the beach.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AD		160,000.00	Cubic Yard	\$4.00	\$640,000.00

Placement between station 90+00 and 115+00. The
FFP - design dimensions: berm elevation and width (horizontal distance
seaward from the baseline) will be determined by the findings of the pre-fill
survey of the beach.

SF 1442, Block 21, Items Accepted:

DACW51-01-C-0031, entitled, "Maintenance Dredging and Beach Nourishment for the Fire Island Inlet and Shore Westerly to Jones Inlet, New York Beach Erosion Control & Navigation, hereby incorporates the following:

Amendments 0001, 0002, and 0003 dated 16, 28, and 29 August respectively

Wage Rates: General Decision Nr. NY010013 dated 3 August 2001

Sub-contracting plan

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	AUG 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.203-3	Gratuities	APR 1984
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (May 2001) --Alternate I	MAY 2001
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt I	Small Business Subcontracting Plan (Oct 2000) Alternate I	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	MAY 2001
52.225-11	Buy American Act--Balance of Payments Program--Construction Materials Under Trade Agreements	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-2	Additional Bond Security	OCT 1997

52.228-11	Pledges Of Assets	FEB 1992
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	JAN 1991
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	MAY 2001
52.232-27	Prompt Payment for Construction Contracts	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	AUG 1987
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-64 Alt II	Preference for Privately Owned U.S. - Flag Commercial Vessels (Oct 1997) - Alternate II	APR 1984
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991

252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7004	Payment for Mobilization and Demobilization	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within five (5) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than one hundred twenty (120) calendar days after the date of receipt of notice to proceed. * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$982.28 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;
- (ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1

Foreign construction material....			
Domestic construction material...			

Item 2

Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be

cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.mil.af.mil>

<http://www.dtic.mil/dfars>

252.228-7004 BONDS OR OTHER SECURITY (DEC 1991)

(a) Offerors shall furnish a bid guarantee in the amount of 20% with their bids. The Offeror receiving notice of award shall furnish--

(1) A performance bond in the penal amount of 100% and

(2) Payment in full of any sum due the Government.

(b) The Contractor shall furnish the performance bond to the Contracting Officer within 10 days after receipt of the notice of award. The Contracting Officer will not issue the notice to proceed until receipt of an acceptable performance bond and payment of any sum due the Government.

(c) Bonds supported by sureties whose names appear on the list contained in Treasury Department Circular 570 are acceptable. Performance bonds from individual sureties are acceptable if each person acting as a surety provides a SF 28, Affidavit of Individual Surety, and a pledge of assets acceptable to the Contracting Officer.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION. (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 40 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

SECTION 00800 Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA:	96X31230000 082421 2500001T7D005880 NA 96303 000000000000	000000000000
AMOUNT:	\$23,000.00	

AB:	96X31220000 082421 25002B41C2005880 NA 96303 000000000000	000000000000
AMOUNT:	\$40,326.67	

AC:	96X88620000 082421 2500002LFT005880 NA 96303 000000000000	000000000000
AMOUNT:	\$13,340.00	